of the mortgagor. Later the attachment was dissolved. An action was subsequently brought to foreclose the mortgage. By the state statute a chattel mortgagee has merely a lien. *Held*, that the right of foreclosure is not lost by the attachment. *Stein* v. *McAuley*, 125 N. W. 336 (Ia.).

Under the common-law view that a mortgagee has legal title to the mortgaged property, and that the equity of redemption cannot be attached, a mortgagee waives his title by levying on the property. *Evans* v. *Warren*, 122 Mass. 303. Since a man obviously cannot attach his own property, the mortgagee is taking a position inconsistent with his rights as legal owner, and the necessary inference is that he is thereby electing to give up his title and rely solely upon the attachment. But in jurisdictions where a mortgagee has only a lien, any creditor of the mortgagor can attach the property and hold it subject to the mortgage. *Beach* v. *Derby*, 19 Ill. 617. Hence if the mortgagee himself attaches he is not taking a position inconsistent with the continuance of his mortgage lien, and the principal case seems clearly correct in holding that there is no waiver. The decisions involving the same facts are in accord. *Barchard* v. *Kohn*, 157 Ill. 579.

BANKRUPTCY — PROPERTY PASSING TO TRUSTEE — TITLE TO PARTNERSHIP ASSETS WHEN SURVIVING PARTNER IS ADJUDGED BANKRUPT. — One of two partners died. Thereafter the survivor was individually adjudged a bankrupt. *Held*, that title to the firm assets vests in the trustee in bankruptcy. *Hewitt* v. *Hayes*, 90 N. E. 985 (Mass.).

Under section 5 of the Bankruptcy Act of 1898, a partnership may be adjudged bankrupt, though its members are not. *In re Sanderlin*, 109 Fed. 857. Since this act treats a partnership as an entity, putting all the partners into bankruptcy no longer has a like effect on the firm. *In re Mercur*, 122 Fed. 384. If, however, a surviving partner takes absolute title to partnership assets, that title would vest in his trustee in bankruptcy. This view of his ownership is plausible, since it has been held that an allowance may be made to his widow from partnership assets, and that debts due from an individual partner may be set off against a claim by him as surviving partner. *Bush* v. *Clark*, 127 Mass. 111; *Holbrook* v. *Lackey*, 13 Met. (Mass.) 132. The better view, however, is that he holds as a fiduciary. *Farley, Spear & Co.* v. *Moog*, 79 Ala. 148. The rule that a surviving partner may not pay his individual debts with firm assets supports this theory. *Gable* v. *Williams*, 59 Md. 46. The fiduciary character of the surviving partner is even more clear if the partnership may correctly be regarded as an entity. When the firm is bankrupt but the partners are not, it is conversely held that the trustee cannot administer the separate estates of the partners. *In re Bertinshaw*, 157 Fed. 363. *Contra*, *In re Meyer*, 98 Fed. 976.

BANKRUPTCY — PROVABLE CLAIMS — CONTINGENT DEBTS UNDER THE BANKRUPTCY ACT OF 1898. — The defendant, after receiving a discharge in bankruptcy, was sued as accommodation indorser of a promissory note, which he had indorsed before the filing of the petition, but which did not fall due until afterwards, though within the time allowed for the proving of claims. *Held*, that the defendant's liability on the indorsement was a provable debt, and was therefore extinguished by the discharge in bankruptcy. *Cohen* v. *Pecharsky*, 121 N. Y. Supp. 602 (Sup. Ct.). See NOTES, p. 636.

BANKS AND BANKING — COLLECTIONS — LIABILITY FOR DEFAULT OF SUB-COLLECTING AGENT. — The A Bank, the indorsee of a note, gave it to the B Bank for collection, agreeing that the latter should be liable only for negligence in choosing its correspondents. The B Bank forwarded to the C Bank which in turn forwarded to the D Bank. The D Bank forwarded to the E Bank which negligently failed to present for payment, whereby the indorser was released. The maker was insolvent. The A Bank sued the D Bank. *Held*, that the D